Revised: 06/23/99

SUPPLEMENTAL GENERAL PROVISIONS

TABLE OF CONTENTS

SUPPLEMENTAL GENERAL PROVISIONS

1. DETOUR. Detours, other than those indicated on the Plans, are permissible upon written approval from the Engineer. A Contractor must submit a detour plan with the written approval from the local City/Town Public Works Director.

2. LONGITUDINAL "DROP-OFFS" (Outside Edges of Pavement).

a. For Posted Speeds of 35 mph or Less. Drop-offs greater than three inches but less than five inches shall be tapered to a 1:1 or flatter slope to existing ground.

All drop-offs five inches or greater shall be tapered to a 4:1 or flatter slope to existing ground.

b. For All Other Posted Speeds. Longitudinal drop-offs **will not** be permitted within two feet of a travel lane. This area must be at grade with the travel lane. However, should the required sequence of operations or the Contractor's approved sequence of operation result in overnight drop-offs greater than three inches occurring between two to six feet from a travel lane, then the drop-offs shall be tapered to a 4:1, or flatter, slope to existing ground.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as detailed on the Plans or as described in the Specifications.

3. PAVEMENT REMOVAL. The following provision applies when traffic will be allowed in areas where pavement is to be removed at the end of the work day. At the end of each working day the pavement removal operation must be left in a "squared-off" condition, approximately perpendicular to the direction of travel. Transverse "drop-offs" left at the end of each working day must be graded at a slope of 5 feet horizontally to 1-inch vertically for speed limits of 35 mph or less, and 10 feet horizontally to 1-inch vertically for speed limits greater than 35 mph. Temporary bituminous patching material may be used to construct slopes. There will be no separate payment for this requirement. The cost shall be considered incidental to the contract.

The Contractor shall place one W8-1 (30" x 30") "BUMP" sign at each drop-off for each direction of traffic.

The Contractor shall schedule his construction activities affected by the traffic flow, such that no area is left without pavement for longer than 10 working days. This means that once the Contractor commences the removal of existing pavement, he must restore the roadway with a full depth bituminous base course at that particular location within 10 working days, unless otherwise approved in writing by the Engineer.

4. COLD WEATHER PAVING. If the existing pavement is removed before the winter, the Contractor shall not close the project for the season until a new bituminous binder course has been placed and striped with temporary pavement markings.

5. SIDE STREET/DRIVEWAY PAVING. Any layer of bituminous pavement, (surface, binder or base course) called for on side streets must be installed at the same time the layer is placed on the project roadway at that location. This continuous paving operation will provide for the placement of 3 feet at each side street. The practice of placing pavement on side streets after the main street has been paved results in cold joints at the gutter line of the main street and is not acceptable.

The Contractor must extend simultaneously the binder and Type I-1 surface course from the project roadway into all driveways which are not constructed with Portland Cement Concrete for a length of 3 feet, thereby eliminating cold joints at the gutter line.

6. SIDEWALK CONSTRUCTION. The Contractor must schedule his sidewalk construction activities such that no areas are left without paved sidewalks for more than seven (7) consecutive working days. The intent being that once the Contractor commences the removal of old sidewalks he must install new sidewalks at that particular location within seven (7) consecutive working days. Where applicable, the Contractor will saw cut the existing sidewalk two (2) feet behind the face of the curb and complete all curb related activities prior to removing the remaining sidewalk area.

7. REQUIRED EXCAVATION FOR SIDEWALK/DRIVEWAY CONSTRUCTION. The Contractor will be required to excavate all existing material (including gravel borrow) to the limits shown on R.I. Standard Details in order to construct the sidewalk/driveway as required.

8. CONTRACTOR COORDINATION - U.S. POSTAL BOXES. Existing U.S. Postal Boxes (mail drop/collection boxes) on this project are to be removed and reset to allow for sidewalk/curbing construction. This removal and resetting must be conducted only by the U.S. Postal Service. Accordingly, the Contractor is required to make arrangements for this work with the Post Office when that section of construction is complete and acceptable so the box may be reset. A reasonable time allowance must be given by the Contractor to allow the Postal Service to complete the removal prior to start of construction.

9. PAVEMENT "SQUARE-OFF". The Contractor shall plan his paving operations so that at the end of each work day the entire roadway width is paved and "squared-off" to the same limit, approximately perpendicular to the direction of travel.

10. REPAIRS TO FINAL RIDING SURFACE. All repairs to the final riding surface must be performed with the infra-red method. The infra-red method will consist of cleaning the area, infra-red heating, additional bituminous concrete mix, labor and all incidentals to complete the work to the satisfaction of the Engineer.

11. NARRAGANSETT BAY COMMISSION (NBC) COORDINATION. The Contractor must obtain a sewer facility alteration permit from the Narragansett Bay Commission prior to the undertaking any work that effects sanitary sewer facilities that fall within NBC jurisdiction. The permit will be issued through the NBC and can be obtained from the following location:

Narragansett Bay Commission
235 Promenade Street
Providence, RI 02908

Contact: Department of Planning
Policy and Regulations

Telephone: 222-6680

12. SPECIAL NOTICES TO SIGNAL CONTRACTORS

a. Temporary Controllers. When traffic signal poles, signal heads, conduit conductor cable, detectors and other traffic signal appurtenances are installed, the Contractor shall provide at his own expense, a temporary controller capable of operating the installation as specified on the plans immediately, if the specified controller is not available.

b. Warranties - Traffic Signal and Highway Lighting Installation.

Manufacturer's Warranties. Copies of any warranties that the Contractor receives from each manufacturer on all electrical or mechanical equipment, pertinent to the complete and satisfactory operation of the traffic signal or highway lighting installations shall be turned over to the Department at the time of acceptance, at no cost to the Department. Each warranty so furnished shall indicate its expiration date, and be in effect for a period equal to the customary trade practice.

Contractor's Warranties. The Contractor will warranty the satisfactory in service operation of the mechanical and electrical equipment and related components for six (6) months following the acceptance of the contract by the State. During this period it will be the Contractor's responsibility, when notified by the Engineer, to repair or replace equipment or materials necessary to ensure satisfactory operation of the system, and to correct malfunctions attributable to installation deficiencies.

The Contractor at his own expense must install a temporary traffic controller and replace any auxiliary equipment in the control cabinet, as approved by the Traffic Engineer, when the approved traffic controller or auxiliary equipment must be removed from the job site for repairs in order that the traffic signal system is operating immediately after the Contractor has been notified of any breakdown or malfunction of any unit.

The Contractor at his own expense must install a new controller that meets the plans and specifications of the contract and the approval of the Traffic Engineer when the approved traffic controller cannot be repaired within 30 days after any breakdown or malfunction of any controller part. The new controller must conform to the Plans, Contract Specifications and the R.I. Standard Specifications for Road and Bridge Construction, 1997 Edition.

The Contractor will be back-charged by the Maintenance Division of the State of Rhode Island Department of Transportation for all tools, workmanship, parts, equipment and all appurtenances necessary to repair or replace any controller part or auxiliary equipment in the control cabinet that malfunctions within above guarantee period in order to maintain the traffic signal system in proper operating condition at all times as approved by the Traffic Engineer.

All workmanship, parts, tools, equipment and all appurtenances necessary to correct malfunctions attributable to installation deficiencies are to be supplied by the Contractor at his own expense. Any labor necessary to comply with the requirements of the manufacturer's and Contractor's warranties will be compensated by force account.

c. Existing Signal Systems. The existing signal systems shall be utilized to control traffic until the new signal equipment is operable. The following are some of the specifics to these requirements:

The Contractor at his own expense must replace and repair all traffic controller parts and all auxiliary equipment in the control cabinet that malfunction in order that the controller and traffic signal system are operating in accordance with plans and specifications of the contract immediately after the Contractor has been notified of any breakdown or malfunctioning of any parts.

The applicable provisions of the above paragraphs entitled "Manufacturer's Warranties" and "Contractor's Warranties" shall fully apply.

13. BUY AMERICAN REQUIREMENTS. As a result of the U.S. Code of Federal Regulations Title 23 and Section 165 of the Surface Transportation Assistance Act of 1982, only such permanently incorporated steel materials as have been manufactured in the United States will be used on all projects. Further any pig iron and/or pelletized and reduced iron ore, used to produce permanently incorporated steel materials or permanently incorporated non-steel products, must be manufactured in the United States.

Bidders are advised that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel materials.

Certification of Steel. All manufacturing processes of the steel material in a project (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, drilling and the application of coatings, including iron.

Minimal Use of Foreign Steel. Section 635.410(b)(4) of Title 23 CFR permits a minimal amount of foreign steel to be incorporated into a Federal-aid project. This amount is defined as one-tenth of

one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. The cost of the foreign steel is defined as its value delivered to the project.

14. RECONSTRUCTION OF SAFETY RELATED HARDWARE

a. Description. This Special Provision provides for the reconstruction of "Safety Related Hardware" which has been damaged or vandalized after partial acceptance of the work has been given by the Engineer. The definition of "Safety Related Hardware" includes crash cushions, breakaway signs and luminaires and their corresponding supports, delineators, guardrail, bridge railing and concrete median barrier.

b. Materials shall conform to the applicable requirements of PART M of the R.I. Standard Specifications, 1997 Edition.

c. Construction Methods. "Safety Related Hardware" as defined above, shall be reconstructed in accordance with the Construction Methods as outlined in the applicable items of work.

d. Measurement and Payment. "Reconstruction of Safety Related Hardware" shall be measured and paid at the applicable unit bid price minus a credit for all undamaged material at the Contractor's cost, as verified by a bill of lading or paid receipt. The payment will constitute full compensation for all work complete in place, including removal and disposal of damaged parts and for all labor, equipment, materials, tools and all other incidentals necessary to complete the work.

15. UNDERGROUND TELEPHONE AND ELECTRIC CONSTRUCTION AND/OR ADJUSTMENTS

All contract required underground construction for both new and existing utility related electric and/or telephone facilities will be performed by a contractor approved by the appropriate utility company. This work will include all adjustments to manholes, frames and covers as well. The Contractor will submit to the Engineer, prior to the preconstruction conference, written approval from the associated utility for that firm or those firms chosen by the Contractor to complete the required utility work

16. LOOP DETECTOR INSTALLATIONS

The Contractor must schedule loop detector installations such that no existing or new loop detector can be disconnected for more than thirty (30) calendar days. The intent being once a loop detector is disconnected due to pavement removal, trench work for drainage or utility work, conduit installation or any other construction activity that may preclude the loops from performing their intended function, the Contract must provide loop detection within thirty (30) calendar days of the loop detectors removal from service